

County Case Management Contract with Capital Medical Society Foundation

This Agreement dated this ____ day of September, 2004, by and between LEON COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and Capital Medical Society Foundation, hereinafter referred to as the "Contractor."

WHEREAS, the Board has identified the need to further the provision of primary healthcare services to the uninsured citizens of our community; Services to include basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient, along with ambulatory care, preventive health services and continuing case management of the healthcare needs of registered clients; and

WHEREAS, the CareNet group of providers, including Neighborhood Health Services, Bond Community Health Center, the Capital Medical Society Foundation, the FAMU College of Pharmacy, Tallahassee Memorial Healthcare, Tallahassee Community Hospital and Leon County Health Department have provided primary and specialty healthcare services to the uninsured citizens of Leon County in a coordinated fashion for a number of years; and

WHEREAS, the Board has determined that a greater need for healthcare for the uninsured in our community exists above the current level of services offered by the CareNet partners at their current levels of funding and participation; and

WHEREAS, the Board has found it in the best interest of Leon County to dedicate funding for the expansion of the existing CareNet program to service the community's additional need (estimated to be an additional 4,500 uninsured citizens) for healthcare services for the uninsured; and

WHEREAS, the CareNet group of providers have agreed to work cooperatively with the Board to meet that additional community need for healthcare services for the uninsured;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1: Clients To Be Served

The contractor hereby agrees to serve the following residents of the county with the following restrictions:

1. Eligibility for services under this contract shall be limited to those residents of Leon County under the age of 65 with net incomes less than 100% of the most current federal poverty levels established by the U.S. Office of Management and Budget, who seek primary medical care, have no health insurance, and are not currently covered under any other state or federal assistance program. Residents with net

incomes between 100 and 200% federal poverty level shall arrange to pay for all or a portion of the specialty care services they receive while simultaneously receiving short term case management by Contractor.

2. No fees of any kind shall be charged for registered comprehensive primary care clients who are below 100% of the most current federal poverty levels.
3. Clients who are not currently receiving Medicaid or Healthy Kids, or any other state or federal program, and who appear to meet the income and categorical eligibility requirements of Medicaid or Healthy Kids, should be strongly encouraged to pursue obtaining eligibility for those programs.
4. Clients who are enrolled in Medicaid, Medicare, Healthy Kids, or any other insurance program will not be eligible for services under this contract.
5. The contractor will determine eligibility for enrollment into primary care. Eligibility will be determined at least annually. A client shall be allowed, however, to request determination of eligibility after submitting verified confirmation of changes to his/her income.
6. The contractor will abide by HIPPA policies and procedures established for the Primary Health Care Program as related to the processing of client's medical information

Section 2: Services to be offered per this contract by Contractor:

1. The Contractor shall provide primary healthcare services to qualifying recipients including, but not limited to, those services delineated in the attached contract between the Leon County Health Department and the Contractor unless otherwise specified herein (Attachment #2). These services shall be provided in the manner detailed in the attached contract

Section 3: Reports to be performed by Contractor:

1. The Contractor must submit a monthly invoice (Exhibit A) to the County on or before the 15th day of the month. The invoice should be sent to the following address to the attention of the "Uninsured Healthcare Program Administrator:"

Leon County Health and
Human Services Division
918 Railroad Ave.
Tallahassee, FL 32301

2. The Contractor must submit the required attachments as the designated in the monthly invoice. For the purposes of this contract "New" Patients means those receiving services and charged to the Leon County Primary Health Care Program. "Existing" patients means those receiving services and charged to the Leon County Health Department. These attachments shall at a minimum contain the following information:
 - A) A comprehensive list of all clients registered during the month to include the unique client identification number and program start date.
 - B) Number of total patients (seen by contractor entirely) and total patient encounters per month.
 - C) Number of new and existing CareNet patients and number of new and existing CareNet patient encounters per month.
3. The Contractor will provide a Client Satisfaction Survey to randomly sample a minimum of 20 primary care clients seen during each quarter of the contract period. This survey shall be similar to the one delineated in the contract between the Leon County Health Department and the contractor (Please See Attachment #3). Completed forms will be forwarded to the county contract manager.
4. Annually, the County will submit a final report that provides a detailed summary of all expenditures utilizing the funds from this contract. The annual report will also comprehensively detail the amount of new patients as compared to overall patients served by the contractor and the types of service performed in the reporting year. The report will also compare the current period against measures from previous years.

Section 4: Audits, Records, and Records Retention:

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, time sheets, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of

any said records or documents during the required retention period as specified in paragraph 1 above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County subject to HIPPA.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as the records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

Section 5: Monitoring:

The Contractor agrees:

1. To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.
2. Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive direction of the County, result in any one or any combination of the following: (a) the provider being deemed in breach or default of this contract; (b) the withholding of payments to the Contractor by the County; and (c) the termination of this contract for cause.

Section 6: Payment:

1. Payment shall be made by the County upon receipt of valid invoice by Contractor at a monthly rate equal to no more than one twelfth (1/12) of the following total contractual amount: \$90,043.00. The contractual amount is based upon the following line items (for twelve months):

Primary Care Services:

0.5 FTE Project Coordinator	\$23,840
1.0 FTE Case Manager	\$29,484

1.0 FTE Support Staffperson	\$21,060
Operating Expenses (recurring costs)	\$9,232
Capital Outlay (one time costs)	\$6,427
Total:	\$90,043

2. The payment shall be made by the County within 30 days of receipt and approval by the County of a monthly invoice (Exhibit A). The monthly invoice is to be completed and submitted by the Contractor to the County.
3. No line item (as identified in paragraph 1 above) payment shall be made until such time as the staff members identified in Section 6 of this contract are hired by the Contractor or County authorized Subcontractor. Similarly, no payment shall be made if the required monthly reports, as delineated in Section 3 of this contract, are not attached to the monthly invoice appropriately.

Section 7: Term:

The length of this contract shall be for a term of twelve months beginning on October 1, 2004 and ending on September 30, 2005.

Section 8: Hold Harmless:

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

Section 9: Termination

1. The County may terminate this contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the Contractor.
2. Termination with cause shall include but not be limited to the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the contractor or due to the discovery of noncompliance with any item detailed within the

sections of this contract.

Section 10: Revisions

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the contract, Contractor shall obtain the prior written consent of the County. The parties agree to renegotiate this contract if revision of any applicable laws or regulations make changes in this contract necessary.

Section 11: Construction

The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida.

Section 12: Budget

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

Section 13: Status

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

Section 14: Assignments

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to it hereunder without the previous written consent of the County.

Section 15: Public Entity Crimes Statement

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

Section 16: Contractor's Responsibility

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

CONTRACTOR
CAPITAL MEDICAL SOCIETY FOUNDATION

WITNESS: [Signature] BY: Karen Wendland
WITNESS: Carol Monro DATE: 28 Oct. 04

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 29TH day of OCTOBER, 2004, ~~2003~~

by KAREN WENDLAND, of CAPITAL MEDICAL SOCIETY FOUNDATION
(Name of officer or agent, title of officer or agent) (Name of Corporation acknowledging)

a TALLAHASSEE, FL corporation, on behalf of the corporation.
(State or place of incorporation)

He/She is personally known to me or has produced _____ as
(Type of identification)

Ora W. Hall
Signature of Notary

Print, type or stamp name of Notary

Title or Bank

Serial Number, if any



Ora W. Hall
MY COMMISSION # DD223780 EXPIRES
June 17, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

LEON COUNTY, FLORIDA

BY: _____

Jane Sauls, Chairman
Board of County Commissioners

DATE: _____

ATTEST:
BOB INZER, CLERK OF COURT
LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: _____
Herbert W.A. Thiele, Esq.
County Attorney

MONTHLY INVOICE for _____, 2004-05 **LEON COUNTY UNINSURED HEALTHCARE PROGRAM**

Under the terms of contract # _____, this is a request for payment for services rendered by Capital Medical Society Foundation for the month of _____, 2004-05.

Reimbursement Request:

Professional/Clerical Staff*:

0.5 FTE Project Coordinator (12 Months-\$23,840.00)	\$ _____
1.0 FTE Case Manager (12 Months-\$29,484.00)	\$ _____
1.0 FTE Support Staff(12 Months-\$21,060.00)	\$ _____
Operating Expenses** (12 Months-\$9,232.00)	\$ _____
Capital Outlay** (12 Months-\$6,427.00)	\$ _____

Total Amount Billed: \$ _____

* Request reimbursement only for positions that are filled during the billing period including the date of hire for each respective position.

** Please attach line item description of operating expenses and capital outlay for the reporting period

Reimbursement Summary:

Total Contract Amount	\$ 90,043.00
Less Prior Reimbursements	\$ (_____)
Less Billing this Period	\$ (_____)
Contract Amount Remaining	\$ _____

Provider Representative _____ Date _____

Approved for payment by: Contract Manager _____ Date _____

Attachment Request:

In order to process this invoice, the Contractor must attach the following information for the current monthly reporting period:

1) A current listing of all clients (specifying new and existing CareNet patients) registered by the Contractor and the number of overall patient encounters for the reporting period. The client list shall include, at a minimum, each client's unique client identification number and (for CareNet Patients) their respective start date in the program (sample submission is Attachment 1 to this agreement).

2) A completed Primary Care Monthly Progress Report (Attachment #2, Page 19 of 23) including the types of services provided and the number of encounters.

**LEON COUNTY
PRIMARY HEALTHCARE PROGRAM
SLIDING FEE SCALE
Annual Income Ranges**

64F-16 FAC and Section 154.011, (1), (c), 7, Florida Statutes

Department of Health

Effective March 1, 2004

Use for all Leon County Clients

2004 Family Size	FEE GROUPS -----Based on NET INCOME						
	A	B	C	D	E	F	G
1	\$9,310	\$9,311 \$11,171	\$11,172 \$13,033	\$13,034 \$14,895	\$14,896 \$16,757	\$16,758 \$18,619	\$18,620
2	\$12,490	\$12,491 \$14,987	\$14,988 \$17,485	\$17,486 \$19,983	\$19,984 \$22,481	\$22,482 \$24,979	\$24,980
3	\$15,670	\$15,671 \$18,803	\$18,804 \$21,937	\$21,938 \$25,071	\$25,072 \$28,205	\$28,206 \$31,339	\$31,340
4	\$18,850	\$18,851 \$22,619	\$22,620 \$26,389	\$26,390 \$30,159	\$30,160 \$33,929	\$33,930 \$37,699	\$37,700
5	\$22,030	\$22,031 \$26,435	\$26,436 \$30,841	\$30,842 \$35,247	\$35,248 \$39,653	\$39,654 \$44,059	\$44,060
6	\$25,210	\$25,211 \$30,251	\$30,252 \$35,293	\$35,294 \$40,335	\$40,336 \$45,377	\$45,378 \$50,419	\$50,420
7	\$28,390	\$28,391 \$34,067	\$34,068 \$39,745	\$39,746 \$45,423	\$45,424 \$51,101	\$51,102 \$56,779	\$56,780
8	\$31,570	\$31,571 \$37,883	\$37,884 \$44,197	\$44,198 \$50,511	\$50,512 \$56,825	\$56,826 \$63,139	\$63,140
9	\$34,750	\$34,751 \$41,699	\$41,700 \$48,649	\$48,650 \$55,699	\$55,600 \$62,549	\$62,550 \$69,499	\$69,500
10	\$37,930	\$37,931 \$45,515	\$45,516 \$53,101	\$53,102 \$60,687	\$60,688 \$68,273	\$68,274 \$75,859	\$75,860
Percent Poverty	100%	101% - 119%	120% - 139%	140% - 159%	160% - 179%	180% - 199%	200%
Percent of FULL FEE	No Fee	17%	33%	50%	67%	83%	100%

Notes: For families with more than 10 members, add \$3,180 for each additional member to fee group A.
For Fee Groups B_G, multiply the Group A amount by the maximum of poverty for each group.
Fees will not be charged for Medicaid Reimbursable services for clients enrolled in Medicaid.
Fees will not be charged for WIC Certification, WIC benefits, or childhood immunizations required for school.
Federal Poverty Guidelines may be viewed at <http://www.aspe.hhs.gov/poverty/04poverty.shtml/>

SUMMARY OF THE FLORIDA PATIENT BILL OF RIGHTS AND RESPONSIBILITIES

Florida law require that your health care provider or health care facility recognize your rights while you are receiving medical care, and that you respect the health care provider's or health care facility's right to expect certain behavior on the part of patients. A summary of your rights and responsibilities follows:

- A patient has the right to be treated with courtesy and respect, with appreciation of his/her dignity, and with protection of his/her need for privacy.
- A patient has the right to a prompt and reasonable response to questions and requests.
- A patient has the right to know who is providing medical services and who is responsible for his/her care.
- A patient has the right to know what patient support services are available, including whether an interpreter is available if he/she does not speak English.
- A patient has the right to know what rules and regulations apply to his/her conduct.
- A patient has the right to be given by his/her health care provider information concerning diagnosis, planned course of treatment, alternatives, risks, and prognosis.
- A patient has the right to refuse any treatment, except as otherwise provided by law.
- A patient has the right to be given, upon request, full information and necessary counseling on the availability of known financial resources for his/her care.
- A patient who is eligible for Medicare has the right to know, upon request and in advance of treatment, whether the health care provider or health care facility accepts the Medicare assignment rate.
- A patient has the right to receive, upon request, prior to treatment, a reasonable estimate of charges for medical care.
- A patient has the right to receive a copy of a reasonable clear and understandable, itemized bill and, upon request, to have the charges explained.
- A patient has the right to impartial access to medical treatment or accommodations, regardless of race, national origin, religion, physical handicap, or source of payment.
- A patient has the right to treatment for any emergency medical condition that will deteriorate from failure to provide treatment.
- A patient has the right to know if medical treatment is for purposes of experimental research and to give his/her consent or refusal to participate in such experimental research.
- A patient has the right to express grievances regarding any violation of his/her rights, as stated in Florida law, through the grievance procedure of the health plan, the health care provider or health care facility which served him/her and to the appropriate state licensing agency.
- A patient is responsible for providing to his/her health care provider, to the best of his/her knowledge, accurate and complete information about present complaints, past illnesses, hospitalizations, medications, and other matters relating to his/her health.
- A patient is responsible for reporting unexpected changes in his/her condition to his/her health care provider.
- A patient is responsible for reporting to his/her health care provider whether he/she comprehends a contemplated course of action and what is expected of him/her.

Attachment 3
Section 1

Attachment # 3
Page 12 of 24

CFDA No. NA
CSFA No. NA

Client ☒ Non-Client ☐
Multi-County ☐

STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the department, and _____ hereinafter referred to as the provider.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager for payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S. made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law

a. This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

b. The provider or its agent agrees to notify the Florida Department of Children and Families of all entry level employment opportunities associated with the contract which require a high school education or less. The Department of Children and Families will contact the WAGES Coordinator in the Florida Department of Labor and Employment Security regional office and request that WAGES participants be referred to the provider. WAGES is an initiative to empower recipients in the Temporary Assistance for Needy Families (TANF) program to enter and remain in gainful employment. Employment of WAGES participants is a mutually beneficial goal for the provider and the State of Florida, in that it provides qualified entry level employees needed by many providers and provides substantial savings to the citizens of Florida.

2. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11934, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the department.

c. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment NA. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. The disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

d. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §5274A(e) of the Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this contract by the department.

e. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, educational services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.

5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(f)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

6. To provide a financial and compliance audit to the department as specified in Attachment II and to ensure that all related party transactions are disclosed to the auditor.

7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

E. Monitoring by the Department

To permit persons duly authorized by the department to inspect any records, papers, documents, facilities, goods, and services of the provider which are subject to this contract, and interview any clients and employees of the provider to assure the department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the department will deliver to the provider a written report of its findings and will include written recommendations regarding the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the department; and (3) the termination of this contract for cause.

F. Indemnification

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days a such notice by the department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §768.28, FS, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state regulations and federal regulations (45 CFR, Part 205.50), except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the department permits the provider to subcontract part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the department against such claims.
3. The State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the department. In the event that the department first discovers an overpayment has been made, the department will notify provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge interest of one (1) percent per month compounded on outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

1. **Client Risk Prevention**
If services to clients will be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in HRSR 215-6 Paragraph 5, in the manner prescribed in HRSR 215-6.
2. **Abuse, Neglect, and Exploitation Reporting**
In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide free telephone number (1-800-96ABUSE).

L. Transportation Disadvantaged

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, FS, and Rule Chapter 41-2, FAC. The provider shall submit the department the reports required pursuant to Volume 10, Chapter 27, HRS Accounting Procedures Manual.

M. Purchasing

1. **PRIDE**
It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in §946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (904) 487-3774.
2. **Procurement of Materials with Recycled Content**
It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.

N. Civil Rights Requirements

Note: N.1. applies only to providers with fifteen (15) or more employees. N.2. applies only to providers providing direct services to clients and if fifteen (15) or more individuals are employed.

1. The provider will not discriminate against any employee in the performance of this contract, or against any applicant for employment, because of age, race, color, disability, national origin, or sex. The provider further assures that all contractors, subcontractors, sub-grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, creed, color, disability, national origin, or sex.

2. Compliance Questionnaire

In accordance with HRSM 220-2, the provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B, if services are directly provided to clients and if 15 or more individuals are employed.

Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the department unless specifically authorized to do so.
3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement, state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the department in Attachment I, the department will not furnish services of support (e.g., office space, or supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

P. Sponsorship

As required by §286.25, FS, if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: Sponsored by (provider's name) and the State of Florida, Department of Health. If the sponsorship reference is in written material, the words State of Florida, Department of Health shall appear in the same size letters type as the name of the organization.

Q. Final Invoice

To submit the final invoice for payment to the department no more than 45 days after the contract ends or is terminated. If the provider fails to do so, all right to pay is forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until reports due from the provider and necessary adjustments thereto have been approved by the department.

R. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime and Discriminatory Vendor

1. Pursuant to §287.133, FS, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY ONE for a period of 36 months from the date of being placed on the convicted vendor list.

Pursuant to §287.134, FS, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the department. When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought on behalf of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability for such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or material way involved in the work.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed _____ subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services payable under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Pursuant to §215.422, FS, the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 30 days, measured from the later of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalty shall be one dollar for each day that payment is not made unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the department.

Vendor Ombudsman

Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendor who are experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 488-2924 or (800) 848-3782, or Florida Comptroller's Hotline.

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

Attachment 3
Section 1

Attachment # 3
Page 15 of 24

A. Effective and Ending Dates

This contract shall begin on October 1, 2002 or on the date on which the contract has been signed by both parties, whichever is later.
It shall end on September 30, 2003.

Contract # _____

B. Termination

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the department may terminate the contract upon no less than twenty-four (24) hours notice in writing to provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the department may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

C. Renegotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process subsequently identified in the department's operating budget.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

3. The name, address, and telephone number of the contract manager for the department for this contract is:

2. The name of the contact person and street address where financial and administrative records are maintained is:

4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

E. All Terms and Conditions Included

This contract and its attachments as referenced, Attachments I and II and Exhibits J, A, B, C, D, E, & F. contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

I have read the above contract and understand each section and paragraph.

IN WITNESS THEREOF, the parties hereto have caused this 26 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: _____

FEDERAL EID # (OR SSN): 23-7422549

FISCAL YEAR ENDING DATE: _____

Contract # NH1

Attachment 3
Attachment I

ATTACHMENT I

A. Services to be Provided

1. Definition of Terms

a. Contract Terms

- (1) Contract Manager. A Department employee designated by the contract signer to be responsible for the contract, in addition to other duties.
- (2) Exhibit. An attachment to an Attachment I or any other contract attachment.

b. Program Terms

- (1) Primary Care Services. Basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient. This also includes ambulatory care, preventive health services and continuing management of the health care needs of registered clients.
- (2) Primary care client. A person who has been determined to be eligible for primary care services and receives any client service funded by this contract.
- (3) Service Unit. Primary care service (throughout the contract period) per eligible registered client.

2. General Description

a. General Statement

- (1) Primary Care Services will be provided which include basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient, along with ambulatory care, preventive health services and continuing management of the health care needs of registered clients.
- (2) Applicable federal, state and local laws, regulations, administrative rules, policies, and procedures will be adhered to.

b. Authority.

All services shall be provided in accordance with Chapter 64F-10, Florida Administrative Code, Primary Care Projects. Legal authority for contract and services – Sections 381.001, 381.0011, 154.01, and 154.011, F.S.

c. Scope of Service.

The Provider shall provide the services to a minimum number of unduplicated clients as specified in section B.5.a of this contract.

d. Major Program Goals.

The goal of our Primary Care Initiative is to improve the health and well-being of income-eligible clients in the community through the delivery of primary health care services.

3. Clients Served.

a. General Description.

A Primary Care Client includes any person who meets the federal poverty guidelines, needs medical care, and has no health insurance.

b. Client Eligibility.

- (1) Eligibility for services under this contract shall be limited to those clients with net incomes less than 100% of the most current non-farm poverty levels established by the U.S. Office of Management and Budget. Only individuals meeting eligibility criteria shall be registered as comprehensive primary care clients.
- (2) As established by Chapter 64F-10.004, Florida Administrative Code, no fees of any kind shall be charged for registered comprehensive primary care clients who are below 100% of the most current non-farm poverty levels.
- (3) Clients who are not currently eligible for Medicaid and who appear to meet the income and categorical eligibility requirements of Medicaid should be strongly encouraged to pursue obtaining eligibility for Medicaid.
- (4) It is permissible to purge from the pool of eligible clients, during the eligibility re-determination period, those who have not sought services in one year. This action may be taken only after the client is notified, in writing, of the need to re-determine eligibility and no response occurs within one month. Documentation of this notification should be maintained in the client's file. If this policy is followed by the Provider, then a statement of the policy must be added to the client participation agreement (Exhibit A).

c. Client Determination.

The provider will determine eligibility for enrollment into comprehensive primary care. Eligibility will be re-determined at least annually but no more frequently than every six months. A client shall have the right, however, to request re-determination of eligibility at any time if his/her income situation changes.

B. Manner of Service Provision

1. Service Tasks

a. Task List

Primary care provider will offer the following services:

- (1) Ambulatory care services for children and adults consistent with acceptable medical practice and the standards of the American Academy of Pediatrics.
- (2) Preventive health services and continuing management of the health care needs of registered clients, including referral, when needed, for secondary or tertiary care.
- (3) Primary care services including, but not limited to, basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient.
- (4) The primary care project shall establish referral patterns with other programs to include, but not limited to, eligible clients served through Developmental Services, Department of Children and Families, Children's Medical Services and its Regional Perinatal Intensive Care Center Programs and other County Health Department programs.
- (5) Clinic services shall be offered during early morning and evening hours to provide access for clients who may be unable to come to the clinic during normal hours of operation.
- (6) Twenty-four hour telephone access shall be provided for all registered clients for the handling of after-hours inquiries, medical emergencies and referral services. Access includes:
 - (a) speaking directly to a health professional who can make a medical judgment as to whether a referral to the emergency room should be made;
 - (b) speaking to an answering service that will contact a health professional. The on-call health provider shall be a physician, physician assistant or an advance registered nurse practitioner.
 - (c) calling an answering machine that will give the caller the telephone number of the nearest emergency room.

(7) Client registration

All enrolled clients must be registered in the DOH Client Information System (CIS). All information required for client registration must be entered onto the Client Service Record (Exhibit B), according to instructions contained in HRSM 50-9. All completed Client Service Records must be submitted to the Leon County Health Department on a monthly basis.

Each client shall sign a client participation agreement which acknowledges that the client understands the services that will be provided, the limits of the Provider's service capability and the responsibilities of the client. A sample participation agreement is provided as Exhibit A. Each client shall also receive a copy of the client rights statement and a listing of the services that can be obtained through the provider.

- (8) The Provider shall deliver all of the primary care services, or it shall arrange for the delivery of some or all of such services through one or more subcontractors. In addition to the primary care services which the provider shall offer to registered clients, the provider is responsible for assisting such clients in accessing other medical and related services which are necessary for the client and the client's family's health and well-being.

b. Task Limits

Primary care funds provided through the Health Care Access Act or the Indigent Health Care Act shall not be paid to a hospital for in-patient care.

Services are limited to eligible registered clients within Leon County and are limited by the number of contract dollars available.

2. Staffing Requirements

a. Staffing Levels

The provider will maintain sufficient staff to deliver the agreed upon services.

b. Professional Qualification

All physicians, nurse practitioners, physicians assistants, nurses and other licensed health professionals that provide any service to primary care clients referenced above must have a current license to practice in the State of Florida, and proof of said license. Commissioned Public Health Service Corps Officers are exempt from having a Florida license.

The health care professionals must practice according to the constraints of their individual practice acts and protocols. The physician and other health care professionals assisting with providing care must have demonstrated knowledge and skills in the area of the procedure they will be assisting with or performing.

Professional personnel records should document training as appropriate to their individual practice. Each personnel record will also outline the current job description with minimum qualifications for that position.

c. Staffing Changes

The Contract Manager must be notified in writing of termination of employment of the Executive Director or equivalent position within 10 days of termination. This notification will describe the interim arrangements, if any, to fill the position. The name of the person assuming the position will be provided to the Contract Manager in writing within 10 days of hiring.

Other staffing changes may be made as long as the staff members continue to meet the staffing levels in 2.a. above and the professional qualifications in 2.b. above.

d. Subcontractors

The provider shall deliver all of the primary care services itself, or it shall arrange for the delivery of some or all of such services through one or more subcontractors. All subcontractors are subject to the same conditions of this attachment. Subcontracts must be approved by the Department and will not include administrative or indirect costs as separate line items.

3. Service Location and Equipment

a. Service Delivery Location

The services listed above shall be provided at the following facility:

Neighborhood Health Services, 438 West Brevard St, Tallahassee, FL 32303

Facilities in which the services are provided will be maintained so that, at all times, the facilities are in conformance to the standards required by local fire and health authorities or federal requirements, whichever are more stringent.

b. Service Times

Monday 5:30 p.m. – 8:00 p.m.
Tues – Thurs 9:00 a.m. – 8:00 p.m.
Friday 10:00 a.m. – 7:00 p.m.
Office is closed from 1:00 p.m. to 2:00 p.m. for lunch

Temporary changes in the clinic schedules (not to exceed two weeks) will require a verbal or written notification to the contract manager. Permanent changes (exceeding two weeks) shall require a contract amendment.

c. Changes In Location

The Contract Manager must be notified in writing of changes in the Provider's location at least one month prior to moving.

In the event of an emergency, temporary changes in location will be made to assure the continuity of the program and the safety and welfare of the clients.

d. Equipment

The provider must use the appropriate type and quality equipment recommended by current medical standards for performance of primary care.

4. Deliverables

a. Service Units

Service units are defined as primary care services, provided during the contract period, per eligible client, paid on a rate per capita per year. Services are limited by the financial terms of this contract, as stated in the Financial & Compliance Audit Attachment, part II.A. of the Standard Contract, and part C.1., Attachment I.

b. Reports

(1) Service Reporting

Provider must submit individual reports of services provided on the Client Registration Form, (Exhibit B) monthly. Provider must submit aggregate number of clients and services provided on the Monthly Progress Report, (Exhibit C) monthly. These reports are to be submitted with monthly invoices on or before the 15th day of the following month after services have been provided.

(2) Monthly Reimbursement Request

Provider must submit a Monthly Reimbursement Request, (Exhibit D) to the CHD Contract Manager on or before the 15th day of the following month.

(3) Client Satisfaction Surveys

All clients shall receive quality medical care and be treated with dignity and respect. The Provider will provide a client satisfaction survey (Exhibit E) to random sample a minimum of 20 primary care clients seen during each quarter of the contract period. Completed forms will be forwarded to the contract manager, CHD, within 15 days after the end of the quarter.

(4) Quality Assurance Review

The Provider shall maintain an ongoing, organized program to enhance the quality of client care to identify problems and to provide a method to correct problems as referenced in Chapter 64F-10.009, Florida Administrative Code. The quality assurance review shall be conducted at least quarterly and will include a minimum of 20 records. Copies of each quality assurance report should be forwarded to the contract manager and placed in the contract file. The findings of the quality assurance report should be discussed between the Provider and the CHD and steps should be taken to resolve any identified problem areas.

c. Records and Documentation

All Health records pertaining to registered clients must conform to the requirements in Chapter 64F-10.008, Florida Administrative Code. All information contained in health records is confidential, with access governed by state and federal laws. Included in the definition of confidential information is the name, address, medical, social and financial data as well as the number and type of services received by clients of the department.

5. Performance Specifications

a. Standards Definitions

The Provider shall provide services to a minimum of xxx unduplicated clients.

The Provider shall achieve a satisfactory or better rating on 85 % of client satisfaction surveys.

b. Outcomes and Outputs

The benefits that will result from this contract are that the clients will have ambulatory care, preventative health services, and continuing management of their health needs. As a result there will be an improved health status and better quality of life for those registered clients and the community.

c. Monitoring and Evaluation Methodology

By execution of this contract the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth below. If the provider fails to meet these standards, the department, at its exclusive option, may allow up to six months for the provider to achieve compliance with the standards. If the Department affords the provider an opportunity to achieve compliance, and the provider fails to achieve compliance within the specified time frame, the Department will terminate the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department.

- (1) The provider will be monitored a minimum of once per year. Monitoring will be accomplished through a review of the case files, quality assurance reviews and client satisfaction surveys, to verify that the information in reports is accurate and that the terms of the contract are being met. Financial records, equipment and the facility will be monitored for compliance with the contract.
- (2) The provider will receive a written report of the monitoring visit within 45 working days of the visit.
- (3) If a corrective action plan is indicated, the provider will submit to the department, in writing, plans to correct the deficiencies within 30 days of receiving the department's written monitoring report. The Department will provide technical assistance as requested by the Provider in writing or identified in the corrective action plan.

d. Performance Definitions

Definitions are listed in section A.1. of this attachment.

6. Provider Responsibilities

a. Provider Unique Activities

- (1) The provider will maintain sufficient staff, facilities and equipment to deliver the agreed upon services, and agrees to notify the department whenever the provider is unable, or is going to be unable to provide the required quality or quantity of services.
- (2) Because of the increasing demand for primary care services, the Provider will utilize all available resources to develop a method for third party billing and Medicaid billing to recover payments for eligible patients.

- (3) The Provider will establish and implement a sliding fee schedule, for those patients above 100% of the OMB poverty level, based upon the most current non-farm poverty levels established by the U.S. Office of Management and Budget.

b. Coordination with other Providers/Entities

The provider shall coordinate services with other providers and entities for the benefit of the client and within the terms of this contract with the written consent of the client. Written consent forms shall be valid for a period of one year, unless revoked by the client. The failure of other providers to render services to the eligible client does not alleviate the contract provider from the obligation to provide tasks or services as outlined in this contract.

7. Department Responsibilities

a. Department Obligations

The Leon CHD has the sole responsibility to determine that the contract terms are being fulfilled according to the contract specifications.

b. Department Determinations

The Leon CHD shall have the final authority as to the amount of funds available for this contract.

C. Method of Payment

1. This is a fixed price per unit contract. The Department shall pay the Provider for a total amount not to exceed the amount stipulated in section II.A. of the Standard Contract, subject to the availability of funds. Payment shall be made on a rate per capita of \$200.00 per year, per eligible registered client as defined in 64F - 10.003, Florida Administrative Code.
2. Payment shall be made in monthly amounts upon receipt by the contract manager of an invoice (Exhibit D) that states the number of clients who were initially enrolled or re-enrolled during the month. Completed copies of client service forms will be maintained as documentation at the DOH Leon County Health Department for the services rendered. No payment will be made for visits made by clients that are not registered as comprehensive primary care clients in the Client Information System.
3. Invoices for payment shall be submitted to the contract manager by the 15th of the month following the month for which payment is requested. No payment will be made for any month unless the department has received the required client and service information for that month as specified above.
4. Reimbursements from any third-party coverage of clients will be deducted from the monthly invoice for payment. This includes any deductions or co-payments paid by the client. In order to receive the full dollar value of this contract, new clients should be enrolled to replace those who obtain third-party coverage.
5. Since services for Medicaid clients are reimbursed by Medicaid, the provider will not be paid a per capita rate for Medicaid clients. Similarly, Medicaid reimbursements should not be included on monthly invoices as third-party reimbursement.

D. Special Provisions

1. Grievance and Fair Hearing Procedure

The Provider will continue a system through which clients may present grievances about patient care services. The Provider will advise clients of: (1) their right to appeal denial or exclusion from the program or the failure to take account of recipient's choice of service, or a complaint about the quality of service and (2) their right to a fair hearing in these respects. Notice of the provider's action or decision and the right to appeal shall be given verbally and in writing in language the client understands, at the time of the decision or action, but no later than ten days after same. Whenever an applicant or recipient requests a fair hearing the Provider will make arrangements to provide such a hearing.

The provider must notify the Leon County Health Department each time a grievance is filed. All written complaints must be considered grievances.

The Patient Bill of Rights (Exhibit F) shall be posted at all clinic sites.

Attachment 3
Attachment II

ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

This attachment is applicable if the provider is any state or local government entity, nonprofit organization or profit organization. An audit performed by the Auditor General shall satisfy the requirements of this attachment. If the provider does not meet any of the requirements below, no audit is required by this attachment. The administration of funds awarded by the Department of Health to the provider may be subject to audits and monitoring by the department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by OMB Circular A-133, as revised, and other procedures. By entering into this contract, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the department. In the event the department determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the department regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General of the State of Florida.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the provider expends \$300,000 or more in Federal awards in aggregate during a fiscal year, the provider must have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this attachment indicates Federal funds awarded through the department by this contract. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal funds from the department. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditures of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
3. Such audits shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the department shall be based on the contract requirements, including rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the department shall be fully disclosed in the audit report with reference to the department contract involved.
4. If not otherwise disclosed as required by Section 310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the department in effect during the audit period.

2. Security

The provider shall maintain confidentiality of all data, files and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65 and 455.667, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies 1999-2000, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

3. Contract Renewal

This contract may be renewed on a yearly basis for no more than two (2) years beyond the initial contract (or for a period no longer than the term of the original contract, whichever is longer). Such renewals shall be made by mutual agreement and shall be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the department and shall be subject to the availability of funds. Each renewal shall be confirmed in writing and shall be subject to the same terms and conditions set forth in the initial contract.

EXHIBIT - 1

1. FEDERAL FUNDS AWARDED TO THE PROVIDER PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

Federal Program 1

\$ na

Federal Program 2

\$ na

TOTAL FEDERAL AWARDS

\$ na

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL FUNDS AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

NA

2. STATE FUNDS AWARDED TO THE PROVIDER PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

Matching funds for federal programs

\$ na

State funds subject to Section 215.97, Florida Statutes

\$ na

TOTAL STATE FUNDS AWARDED PURSUANT TO SECTION 215.97, F.S.

\$ na

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE FUNDS AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

NA